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CICHANOWICZ, CALLAN, KEANE, VENGROW & TEXTOR, LLP  
61 Broadway, Suite 3000  
New York, New York 10006  
(212) 344-7042

Attorneys for Defendant American Export Lines

CIVIL COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

OLABISI SALIS

Plaintiff

Index No. 024898/2007

-against-

**ANSWER**

American Export Lines  
Hoegh Autoliners Inc.

Defendants

Defendant American Export Lines, by its attorneys, Cichanowicz, Callan, Keane, Vengrow & Textor LLP, answering the plaintiff's complaint alleges upon information and belief as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1.
2. Admits that American Export Lines is a freight forwarder with an office in Newark, New Jersey, but except as so specifically admitted, denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3.

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4. Admits the allegations of paragraph 4 except denies that plaintiff or its representative inquired about what documents would be needed.
5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5.
6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6.
7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 7.
8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8.
9. Admits that on or about May 19, 2006 a bill of lading was issued by defendant Hoegh for the transport of the 2006 camper to Lagos, but except as so specifically admitted, denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9.
10. Admits that the 2005 camper was delivered, but denies that the 2006 camper "was not delivered".
11. The 2006 camper went to Durban because of plaintiff's failure to obtain a Form M. All other allegations of paragraph 11 are denied.
12. Denies the allegations of paragraph 12.
13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 13.
14. Denies the allegations of paragraph 14.

15. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 15.
16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16.
17. Denies the allegations of paragraph 17.
18. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 18.
19. Denies the allegations of paragraph 19.
20. Denies the allegations of paragraph 20.
21. Denies the allegations of paragraph 21.
22. Denies the allegations of paragraph 22.

**AS AND FOR AFFIRMATIVE DEFENSES TO ALL CLAIMS, AMERICAN EXPORT LINES ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS**

23. Repeat and reallege each and every admission, denial and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

**FIRST AFFIRMATIVE DEFENSE**

24. This Court lacks personal jurisdiction over American Export Lines.

**SECOND AFFIRMATIVE DEFENSE**

25. The circumstances alleged in plaintiff's complaint were due to causes for which American Export Lines is not liable or responsible by virtue of the provisions of its freight forwarding terms and conditions and/or general maritime law.

**THIRD AFFIRMATIVE DEFENSE**

26. Plaintiff failed to mitigate its damages.

**FOURTH AFFIRMATIVE DEFENSE**

27. The circumstances alleged in plaintiff's complaint were caused by or due to the acts, omissions, fault or neglect of plaintiff or its agents and/or resulted from the acts, omissions, fault or neglect of other persons or entities for which American Export Lines is neither responsible nor liable.

**FIFTH AFFIRMATIVE DEFENSE**

28. American Export Lines' liability, if any, is limited to \$50.00 pursuant to its freight forwarding terms and conditions.

**SIXTH AFFIRMATIVE DEFENSE**

29. This action should be dismissed on the basis of the New Jersey forum selection clause contained in American Export Lines' freight forwarding terms and conditions.

**SEVENTH AFFIRMATIVE DEFENSE**

30. American Export Lines acted as a freight forwarder and therefore can have no carrier liability as a matter of law for the damage alleged in plaintiff's complaint.

**EIGHTH AFFIRMATIVE DEFENSE**

31. Insufficiency of service of process.

**NINTH AFFIRMATIVE DEFENSE**

32. Plaintiff failed to give timely notice of the claim as required in American Export Lines' freight forwarding terms and conditions.

WHEREFORE, American Export Lines prays for:

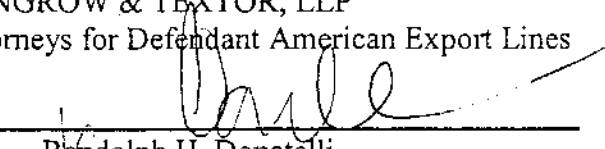
- (a) An order dismissing plaintiff's complaint;
- (b) An award of all costs including attorneys' fees; and

(c) Such other and further relief as this Court may deem just and proper.

Dated: New York, New York  
June 19, 2007

Respectfully submitted,

CICHANOWICZ, CALLAN, KEANE,  
VENGROW & TEXTOR, LLP  
Attorneys for Defendant American Export Lines

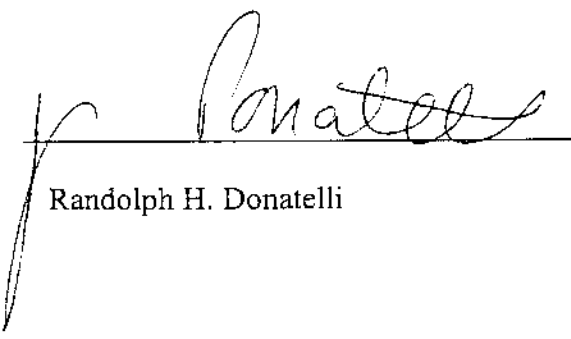
By:   
Randolph H. Donatelli  
61 Broadway, Suite 3000  
New York, New York 10006  
(212) 344-7042

To: Salis & Associates PC  
42 Broadway, Room 1133  
New York, New York 10004  
(212) 655-5749

Mahoney & Keane  
111 Broadway, Floor 10  
New York, New York 10006  
(212) 385-1422

**VERIFICATION**

I, Randolph H. Donatelli, state under penalty of perjury as follows: I am the attorney for defendant American Export Lines in this action and that the foregoing answer with cross-claims is true to my knowledge, except as to matters therein stated on information and belief, and as to those matters I believe them to be true; that the grounds of my belief as to all matters not stated upon my knowledge are conversations with American Export Lines and correspondence and other writings furnished to me by American Export Lines; and that the reason why verification is not made by American Export Lines is that American Export Lines is not in New York County.

  
Randolph H. Donatelli

**CERTIFICATE OF SERVICE BY MAIL**

The undersigned certifies under penalty of perjury that the following is true and correct:

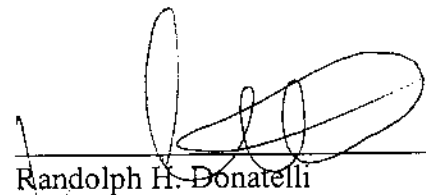
1. I am over the age of eighteen years and I am not a party to this action.
2. On June 19, 2007, I served a complete copy of the attached **ANSWER** by regular U.S.

mail to the following addresses:

Salis & Associates PC  
42 Broadway, Room 1133  
New York, New York 10004  
(212) 655-5749

Mahoney & Keane  
111 Broadway, Floor 10  
New York, New York 10006  
(212) 385-1422

Dated: New York, New York  
June 19, 2007



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Randolph H. Donatelli

